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10 Attorneys for Defendant
11 INTUIT INC.

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

14 IN RE: HIGH-TECH EMPLOYEE
15 ANTITRUST LITIGATION

16 THIS DOCUMENT RELATES TO:
17 ALL ACTIONS
18

Master Docket No. 11-CV-2509-LHK

**DEFENDANT INTUIT INC.'S
AMENDED ANSWER TO
PLAINTIFFS' CONSOLIDATED
AMENDED COMPLAINT**

JURY DEMAND

ANSWER AND AFFIRMATIVE DEFENSES

Defendant Intuit Inc. hereby answers the Consolidated Amended Complaint (“CAC”) filed by plaintiffs Michael Devine, Mark Fichtner, Siddharth Hariharan, Brandon Marshall, and Daniel Stover (“Plaintiffs”) on September 13, 2011. Except as expressly admitted below, Intuit denies each and every allegation and claim in the CAC.

1. The allegations in Paragraph 1 are not susceptible to being answered because of their ambiguity and because they call for legal conclusions to which no answer is required. To the extent that an answer is deemed necessary and the allegations are directed at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of the allegations and on that basis denies them. To the extent that an answer is deemed necessary and the allegations are directed at Intuit, Intuit denies that it engaged in any unlawful conduct or violated any law and otherwise denies the allegations in Paragraph 1.

2. The allegations in the first and second sentences of Paragraph 2 are not susceptible to being answered because of their ambiguity and because they call for legal conclusions to which no answer is required. To the extent that an answer is deemed necessary and the allegations are directed at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of the allegations and on that basis denies them. To the extent that an answer is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations. Answering the allegations in the third sentence of Paragraph 2, Intuit admits that Plaintiffs purport to bring claims under Section 1 of the Sherman Act, 15 U.S.C. § 1, and the Cartwright Act, California Business and Professions Code §§ 16720, et seq., but denies that it engaged in any unlawful conduct or violated any law and otherwise denies the remaining allegations in Paragraph 2.¹

¹ The Plaintiffs withdrew their claims under California Business and Professions Code § 16600, and the Court dismissed the Plaintiffs’ claims under the California Business and Professions Code §§ 17200, et seq. Order Granting In Part And Denying In Part Defendants’ Joint Motion to Dismiss; Denying Lucasfilm Ltd.’s Motion to Dismiss, 8 & n.6, 29 (Apr. 18, 2012) (Doc. 119). The Plaintiffs also withdrew their prayer for injunctive declaratory relief. *Id.* at 8 n.7.

1 3. Answering the allegations in the first sentence of Paragraph 3, Intuit admits that
2 the DOJ conducted an investigation of Defendants' recruiting practices between 2009 and 2010
3 but otherwise denies the allegations. Intuit denies the allegations in the second and third
4 sentences that the DOJ made factual or legal findings. The quoted text are unproven allegations
5 made by the DOJ in the Complaint filed in *United States v. Adobe Sys. Inc., Apple Inc., Google*
6 *Inc., Intel Corp., Intuit, Inc. & Pixar*, No. 1:10-cv-01629-RBW (D.D.C. Sept. 24, 2010) (Doc. 1)
7 [hereinafter "DOJ Complaint"]. That case was resolved "without trial or adjudication of any
8 issue of fact or law." *United States v. Adobe Sys. Inc., Apple Inc., Google Inc., Intel Corp., Intuit,*
9 *Inc. & Pixar*, No. 1:10-cv-01629-RBW (D.D.C. Mar. 18, 2011) (Doc. 17), pp. 2-3. Intuit denies
10 that it engaged in any unlawful conduct or violated any law, denies each allegation in the quoted
11 text, and otherwise denies the remaining allegations in Paragraph 3.

12 4. The allegations in the first sentence of Paragraph 4 are not susceptible to being
13 answered because of their ambiguity. To the extent that an answer is deemed necessary and the
14 allegations are directed at other defendants or third-parties, Intuit lacks knowledge or information
15 sufficient to form a belief as to the truth of the allegations and on that basis denies them. To the
16 extent that an answer is deemed necessary and the allegations are directed at Intuit, Intuit denies
17 that employees were injured by any alleged agreement involving Intuit. Intuit otherwise lacks
18 knowledge or information sufficient to form a belief about the truth of the allegations in the first
19 sentence of Paragraph 4 and on that basis denies the allegations. Intuit denies the remaining
20 allegations in Paragraph 4.

21 5. Answering the allegations in Paragraph 5, Intuit admits that Plaintiffs seek
22 damages and purport to bring claims under Section 1 of the Sherman Act, 15 U.S.C. § 1, and the
23 Cartwright Act, California Business and Professions Code §§ 16720, et seq., but denies that it
24 violated any law and otherwise denies the allegations in Paragraph 5. To the extent that the
25 allegations are directed at other defendants or third-parties, Intuit lacks knowledge or information
26 sufficient to form a belief as to the truth of the allegations and on that basis denies them.

27 6. The allegations in Paragraph 6 state legal conclusions to which no answer is
28 necessary.

1 7. The allegations in Paragraph 7 state legal conclusions to which no answer is
2 necessary. To the extent that an answer is deemed necessary and the allegations are directed at
3 other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a belief
4 as to the truth of the allegations and on that basis denies them. To the extent that an answer is
5 deemed necessary and the allegations are directed at Intuit, Intuit admits that it conducts business
6 and is headquartered in the Northern District of California and that venue is proper to the extent
7 that this Court has subject matter jurisdiction and otherwise denies the allegations in Paragraph 7.

8 8. The allegations in Paragraph 8 state legal conclusions to which no answer is
9 necessary. To the extent that an answer is deemed necessary and the allegations are directed at
10 other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a belief
11 as to the truth of the allegations and on that basis denies them. To the extent that an answer is
12 deemed necessary and the allegations are directed at Intuit, Intuit admits that the Northern District
13 of California has personal jurisdiction over it for the purposes of this action but otherwise denies
14 the remaining allegations in Paragraph 8.

15 9. The allegations in Paragraph 9 state legal conclusions to which no answer is
16 necessary. To the extent that an answer is deemed necessary, Intuit denies the allegations in
17 Paragraph 9.

18 10. The allegations in Paragraph 10 are not susceptible to being answered because of
19 their ambiguity and because they state legal conclusions to which no answer is required. To the
20 extent that an answer is deemed necessary and the allegations are directed at other defendants or
21 third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of the
22 allegations and on that basis denies them. To the extent that an answer is deemed necessary and
23 the allegations are directed at Intuit, Intuit denies the allegations in Paragraph 10.

24 11. The allegations in Paragraph 11 are not susceptible to being answered because of
25 their ambiguity and because they state legal conclusions to which no answer is required. To the
26 extent that an answer is deemed necessary and the allegations are directed at other defendants or
27 third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of the
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1 allegations and on that basis denies them. To the extent that an answer is deemed necessary and
2 the allegations are directed at Intuit, Intuit denies the allegations in Paragraph 11.

3 12. The allegations in Paragraph 12 are not susceptible to being answered because of
4 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
5 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
6 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
7 is deemed necessary and the allegations are directed at Intuit, Intuit admits that its employment
8 relationship with Mr. Stover was in Santa Clara County, California. Intuit otherwise lacks
9 knowledge or information sufficient to form a belief about the truth of the allegations in
10 Paragraph 12 and on that basis denies the allegations.

11 13. To the extent that the allegations in Paragraph 13 are directed at other defendants
12 or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of
13 the allegations and on that basis denies them. To the extent that the allegations are directed at
14 Intuit, Intuit denies the allegations in Paragraph 13.

15 14. The allegations in Paragraph 14 are not susceptible to being answered because of
16 their ambiguity and because they state legal conclusions to which no answer is required. To the
17 extent an answer is deemed necessary, Intuit denies the allegations in Paragraph 14.

18 15. The allegations in Paragraph 15 are not susceptible to being answered because of
19 their ambiguity and because they state legal conclusions to which no answer is required. To the
20 extent an answer is deemed necessary, Intuit denies the allegations in Paragraph 15.

21 16. Intuit lacks knowledge or information sufficient to form a belief about the truth of
22 the allegations in Paragraph 16 and on that basis denies the allegations.

23 17. Intuit lacks knowledge or information sufficient to form a belief about the truth of
24 the allegations in Paragraph 17 and on that basis denies the allegations.

25 18. Intuit lacks knowledge or information sufficient to form a belief about the truth of
26 the allegations in Paragraph 18 and on that basis denies the allegations.

27 19. Intuit lacks knowledge or information sufficient to form a belief about the truth of
28 the allegations in Paragraph 19 and on that basis denies the allegations.

1 20. Answering the allegation in Paragraph 20, Intuit admits that from October 2006 to
2 December 2009, Mr. Stover was employed in the County of Santa Clara by Intuit, and that during
3 a portion of that period his job title was software engineer. Intuit denies that Mr. Stover was
4 injured in his business or property by reason of the allegations in the CAC. Intuit otherwise lacks
5 knowledge or information sufficient to form a belief about the truth of the allegations in
6 Paragraph 20 and on that basis denies the allegations.

7 21. Intuit lacks knowledge or information sufficient to form a belief about the truth of
8 the allegations in Paragraph 21 and on that basis denies the allegations.

9 22. Intuit lacks knowledge or information sufficient to form a belief about the truth of
10 the allegations in Paragraph 22 and on that basis denies the allegations.

11 23. Intuit lacks knowledge or information sufficient to form a belief about the truth of
12 the allegations in Paragraph 23 and on that basis denies the allegations.

13 24. Intuit lacks knowledge or information sufficient to form a belief about the truth of
14 the allegations in Paragraph 24 and on that basis denies the allegations.

15 25. Answering the allegations in Paragraph 25, Intuit admits that it is a Delaware
16 corporation and that its principal place of business is in Mountain View, California. Intuit
17 otherwise denies the allegations in Paragraph 25.

18 26. Intuit lacks knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 26 and on that basis denies the allegations.

20 27. Intuit lacks knowledge or information sufficient to form a belief about the truth of
21 the allegations in Paragraph 27 and on that basis denies the allegations.

22 28. The allegations in Paragraph 28 are not susceptible to being answered because of
23 their ambiguity and because they call for legal conclusions to which no answer is required. To
24 the extent that an answer is deemed necessary and the allegations are directed at other defendants
25 or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of
26 the allegations and on that basis denies them. To the extent that an answer is deemed necessary
27 and the allegations are directed at Intuit, Intuit denies the allegations in Paragraph 28.
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1 29. The allegations in Paragraph 29 are not susceptible to being answered because of
2 their ambiguity and because they call for legal conclusions to which no answer is required. To
3 the extent that an answer is deemed necessary and the allegations are directed at other defendants
4 or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of
5 the allegations and on that basis denies them. To the extent that an answer is deemed necessary
6 and the allegations are directed at Intuit, Intuit denies the allegations in Paragraph 29.

7 30. Answering the allegations in Paragraph 30, Intuit admits that Plaintiffs purport to
8 bring this action on behalf of themselves and others. Intuit denies that Plaintiffs have established
9 or can establish the prerequisites to certification and/or maintenance of the alleged classes
10 pursuant to Rule 23 of the Federal Rules of Civil Procedure, and otherwise denies the allegations
11 in Paragraph 30.

12 31. Intuit denies the allegations in Paragraph 31.

13 32. Intuit denies the allegations in Paragraph 32.

14 33. Intuit denies the allegations in Paragraph 33.

15 34. Intuit denies the allegations in Paragraph 34.

16 35. Intuit denies the allegations in Paragraph 35.

17 36. Intuit denies the allegations in Paragraph 36.

18 37. Answering the allegations in Paragraph 37, Plaintiffs have withdrawn their request
19 for injunctive relief, so no answer is necessary. To the extent that an answer is deemed necessary
20 and the allegations are directed at other defendants or third-parties, Intuit lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations and on that basis denies
22 them. To the extent that an answer is deemed necessary and the allegations are directed at Intuit,
23 Intuit denies the allegations in Paragraph 37.

24 38. Intuit denies the allegations in Paragraph 38.

25 39. The allegations in Paragraph 39 are not susceptible to being answered because of
26 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
27 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
28 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer

1 is deemed necessary and the allegations are directed at Intuit, Intuit admits that it employed
2 people in the United States, in California, and in the Northern District of California during the
3 period of January 1, 2005 through January 1, 2010 and otherwise denies the allegations in
4 Paragraph 39.

5 40. The allegations in Paragraph 40 are not susceptible to being answered because of
6 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
7 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
8 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
9 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
10 Paragraph 40.

11 41. The allegations in Paragraph 41 are not susceptible to being answered because of
12 their ambiguity and because they call for legal conclusions to which no answer is required. To
13 the extent that an answer is deemed necessary and the allegations are directed at other defendants
14 or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of
15 the allegations and on that basis denies them. To the extent that an answer is deemed necessary
16 and the allegations are directed at Intuit, Intuit admits that cold calling is one recruiting technique.
17 Intuit denies the remaining allegations in Paragraph 41.

18 42. The allegations in Paragraph 42 are not susceptible to being answered because of
19 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
20 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
21 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
22 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
23 Paragraph 42.

24 43. The allegations in Paragraph 43 are not susceptible to being answered because of
25 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
26 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
27 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
28

1 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
2 Paragraph 43.

3 44. The allegations in Paragraph 44 are not susceptible to being answered because of
4 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
5 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
6 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
7 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
8 Paragraph 44.

9 45. The allegations in Paragraph 45 are not susceptible to being answered because of
10 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
11 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
12 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
13 is deemed necessary and the allegations are directed at Intuit, Intuit admits that cold calling is one
14 recruiting technique used by Intuit and otherwise denies the remaining allegations in Paragraph
15 45.

16 46. The allegations in the first and second sentences of Paragraph 46 are not
17 susceptible to being answered because of their ambiguity. To the extent that an answer is deemed
18 necessary and the allegations are directed at other defendants or third-parties, Intuit lacks
19 knowledge or information sufficient to form a belief as to the truth of the allegations and on that
20 basis denies them. To the extent that an answer is deemed necessary and the allegations are
21 directed at Intuit, Intuit denies the allegations in the first and second sentences. Answering the
22 remaining allegations in Paragraph 46, Intuit admits that an employee may attempt to use an offer
23 from another firm to negotiate increased compensation from her current employer and otherwise
24 denies the remaining allegations in Paragraph 46.

25 47. The allegations in Paragraph 47 are not susceptible to being answered because of
26 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
27 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
28 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer

1 is deemed necessary and the allegations are directed at Intuit, Intuit lacks knowledge or
2 information sufficient to form a belief about the truth of the allegations in Paragraph 47 and on
3 that basis denies the allegations.

4 48. The allegations in Paragraph 48 are not susceptible to being answered because of
5 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
6 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
7 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
8 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
9 Paragraph 48.

10 49. The allegations in Paragraph 49 are not susceptible to being answered because of
11 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
12 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
13 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
14 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
15 Paragraph 49.

16 50. The allegations in Paragraph 50 are not susceptible to being answered because of
17 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
18 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
19 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
20 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
21 Paragraph 50.

22 51. The allegations in Paragraph 51 are not susceptible to being answered because of
23 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
24 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
25 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
26 is deemed necessary and the allegations are directed at Intuit, Intuit admits that it monitors and
27 manages compensation levels to achieve certain goals, including: maintaining employee morale
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1 and productivity; retaining employees; and attracting new employees. Intuit otherwise denies the
2 allegations in Paragraph 51.

3 52. The allegations in Paragraph 52 are not susceptible to being answered because of
4 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
5 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
6 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
7 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
8 Paragraph 52.

9 53. The allegations in Paragraph 53 are not susceptible to being answered because of
10 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
11 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
12 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
13 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
14 Paragraph 53.

15 54. The allegations in Paragraph 54 are not susceptible to being answered because of
16 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
17 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
18 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
19 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
20 Paragraph 54.

21 55. The allegations in Paragraph 55 are not susceptible to being answered because of
22 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
23 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
24 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
25 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
26 Paragraph 55.

27 56. The allegations in Paragraph 56 are not susceptible to being answered because of
28 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed

1 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
2 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
3 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
4 Paragraph 56.

5 57. The allegations in Paragraph 57 are not susceptible to being answered because of
6 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
7 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
8 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
9 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
10 Paragraph 57.

11 58. Answering the allegations in Paragraph 58, Intuit lacks knowledge or information
12 sufficient to form a belief as to the truth of the allegations in Paragraph 58 and on that basis
13 denies the allegations.

14 59. Answering the allegations in Paragraph 59, Intuit lacks knowledge or information
15 sufficient to form a belief as to the truth of the allegations in Paragraph 59 and on that basis
16 denies the allegations.

17 60. Answering the allegations in Paragraph 60, Intuit lacks knowledge or information
18 sufficient to form a belief about the truth of the allegations in Paragraph 60 and on that basis
19 denies the allegations.

20 61. Answering the allegations in Paragraph 61, Intuit lacks knowledge or information
21 sufficient to form a belief about the truth of the allegations in Paragraph 61 and on that basis
22 denies the allegations.

23 62. Answering the allegations in Paragraph 62, Intuit lacks knowledge or information
24 sufficient to form a belief about the truth of the allegations in Paragraph 62 and on that basis
25 denies the allegations.

26 63. Answering the allegations in Paragraph 63, Intuit lacks knowledge or information
27 sufficient to form a belief about the truth of the allegations in Paragraph 63 and on that basis
28 denies the allegations.

1 64. Answering the allegations in Paragraph 64, Intuit lacks knowledge or information
2 sufficient to form a belief about the truth of the allegations in Paragraph 64 and on that basis
3 denies the allegations.

4 65. Answering the allegations in Paragraph 65, Intuit lacks knowledge or information
5 sufficient to form a belief about the truth of the allegations in Paragraph 65 and on that basis
6 denies the allegations.

7 66. The allegations in Paragraph 66 are not susceptible to being answered because of
8 their ambiguity and because they call for legal conclusions. To the extent that an answer is
9 deemed necessary, Intuit lacks knowledge or information sufficient to form a belief about the
10 truth of the allegations in Paragraph 66 and on that basis denies the allegations.

11 67. Answering the allegations in Paragraph 67, Intuit lacks knowledge or information
12 sufficient to form a belief about the truth of the allegations in Paragraph 67 and on that basis
13 denies the allegations.

14 68. Answering the allegations in Paragraph 68, Intuit lacks knowledge or information
15 sufficient to form a belief about the truth of the allegations in Paragraph 68 and on that basis
16 denies the allegations.

17 69. Answering the allegations in Paragraph 69, Intuit lacks knowledge or information
18 sufficient to form a belief about the truth of the allegations in Paragraph 69 and on that basis
19 denies the allegations.

20 70. Answering the allegations in Paragraph 70, Intuit lacks knowledge or information
21 sufficient to form a belief about the truth of the allegations in Paragraph 70 and on that basis
22 denies the allegations.

23 71. Answering the allegations of Paragraph 71, to the extent that the allegations are
24 directed at other defendants or third-parties, Intuit lacks knowledge or information sufficient to
25 form a belief as to the truth of the allegations and on that basis denies them. To the extent that the
26 allegations are directed at Intuit, Intuit denies the allegations in Paragraph 71.

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1 72. Answering the allegations in Paragraph 72, Intuit lacks knowledge or information
2 sufficient to form a belief about the truth of the allegations in Paragraph 72 and on that basis
3 denies the allegations.

4 73. Answering the allegations in Paragraph 73, Intuit lacks knowledge or information
5 sufficient to form a belief about the truth of the allegations in Paragraph 73 and on that basis
6 denies the allegations.

7 74. Answering the allegations in Paragraph 74, Intuit lacks knowledge or information
8 sufficient to form a belief about the truth of the allegations in Paragraph 74 and on that basis
9 denies the allegations.

10 75. Answering the allegations in Paragraph 75, Intuit lacks knowledge or information
11 sufficient to form a belief about the truth of the allegations in Paragraph 75 and on that basis
12 denies the allegations.

13 76. Answering the allegations in Paragraph 76, Intuit lacks knowledge or information
14 sufficient to form a belief about the truth of the allegations in Paragraph 76 and on that basis
15 denies the allegations.

16 77. Answering the allegations in Paragraph 77, Intuit lacks knowledge or information
17 sufficient to form a belief about the truth of the allegations in Paragraph 77 and on that basis
18 denies the allegations.

19 78. Answering the allegations in Paragraph 78, Intuit lacks knowledge or information
20 sufficient to form a belief about the truth of the allegations in Paragraph 78 and on that basis
21 denies the allegations.

22 79. The allegations in Paragraph 79 are not susceptible to being answered because of
23 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
24 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
25 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
26 is deemed necessary and the allegations are directed at Intuit, Intuit denies that there was a
27 conspiracy and otherwise denies the allegations in Paragraph 79.
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1 80. Answering the allegations in Paragraph 80, Intuit lacks knowledge or information
2 sufficient to form a belief about the truth of the allegations in Paragraph 80 and on that basis
3 denies the allegations.

4 81. Answering the allegations in Paragraph 81, Intuit lacks knowledge or information
5 sufficient to form a belief about the truth of the allegations in Paragraph 81 and on that basis
6 denies the allegations.

7 82. Answering the allegations in Paragraph 82, Intuit lacks knowledge or information
8 sufficient to form a belief about the truth of the allegations in Paragraph 82 and on that basis
9 denies the allegations.

10 83. Answering the allegations in Paragraph 83, Intuit lacks knowledge or information
11 sufficient to form a belief about the truth of the allegations in Paragraph 83 and on that basis
12 denies the allegations.

13 84. Answering the allegations in Paragraph 84, Intuit lacks knowledge or information
14 sufficient to form a belief about the truth of the allegations in Paragraph 84 and on that basis
15 denies the allegations.

16 85. The allegations in Paragraph 85 are not susceptible to being answered because of
17 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
18 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
19 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
20 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
21 Paragraph 85.

22 86. Answering the allegations in Paragraph 86, Intuit lacks knowledge or information
23 sufficient to form a belief about the truth of the allegations in Paragraph 86 and on that basis
24 denies the allegations.

25 87. Answering the allegations in Paragraph 87, Intuit lacks knowledge or information
26 sufficient to form a belief about the truth of the allegations in Paragraph 87 and on that basis
27 denies the allegations.
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1 88. Answering the allegations in Paragraph 88, Intuit lacks knowledge or information
2 sufficient to form a belief about the truth of the allegations in Paragraph 88 and on that basis
3 denies the allegations.

4 89. Answering the allegations in Paragraph 89, Intuit lacks knowledge or information
5 sufficient to form a belief about the truth of the allegations in Paragraph 89 and on that basis
6 denies the allegations.

7 90. Answering the allegations in Paragraph 90, Intuit lacks knowledge or information
8 sufficient to form a belief about the truth of the allegations in Paragraph 90 and on that basis
9 denies the allegations.

10 91. Answering the allegations in Paragraph 91, Intuit lacks knowledge or information
11 sufficient to form a belief about the truth of the allegations in Paragraph 91 and on that basis
12 denies the allegations.

13 92. Answering the allegations in Paragraph 92, Intuit lacks knowledge or information
14 sufficient to form a belief about the truth of the allegations in Paragraph 92 and on that basis
15 denies the allegations.

16 93. Answering the allegations in Paragraph 93, Intuit lacks knowledge or information
17 sufficient to form a belief about the truth of the allegations in Paragraph 93 and on that basis
18 denies the allegations.

19 94. Answering the allegations in Paragraph 94, Intuit lacks knowledge or information
20 sufficient to form a belief about the truth of the allegations in Paragraph 94 and on that basis
21 denies the allegations.

22 95. Answering the allegations in Paragraph 95, Intuit lacks knowledge or information
23 sufficient to form a belief about the truth of the allegations in Paragraph 95 and on that basis
24 denies the allegations.

25 96. Answering the allegations in Paragraph 96, Intuit lacks knowledge or information
26 sufficient to form a belief about the truth of the allegations in Paragraph 96 and on that basis
27 denies the allegations.
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1 97. Answering the allegations in Paragraph 97, Intuit lacks knowledge or information
2 sufficient to form a belief about the truth of the allegations in Paragraph 97 and on that basis
3 denies the allegations.

4 98. The allegations in Paragraph 98 are not susceptible to being answered because of
5 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
6 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
7 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
8 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
9 Paragraph 98.

10 99. Answering the allegations in Paragraph 99, Intuit lacks knowledge or information
11 sufficient to form a belief about the truth of the allegations in Paragraph 99 and on that basis
12 denies the allegations.

13 100. Answering the allegations in Paragraph 100, Intuit lacks knowledge or information
14 sufficient to form a belief about the truth of the allegations in Paragraph 100 and on that basis
15 denies the allegations.

16 101. Answering the allegations in Paragraph 101, Intuit lacks knowledge or information
17 sufficient to form a belief about the truth of the allegations in Paragraph 101 and on that basis
18 denies the allegations.

19 102. Answering the allegations in Paragraph 102, Intuit lacks knowledge or information
20 sufficient to form a belief about the truth of the allegations in Paragraph 102 and on that basis
21 denies the allegations.

22 103. Intuit denies the allegations in the first sentence of Paragraph 103. Intuit lacks
23 knowledge or information sufficient to form a belief as to the truth of the allegations in the second
24 sentence of Paragraph 103 and on that basis denies them.

25 104. Intuit denies the allegations in Paragraph 104.

26 105. Answering the allegations in Paragraph 105, to the extent that the allegations are
27 directed at other defendants or third-parties, Intuit lacks knowledge or information sufficient to
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1 form a belief as to the truth of the allegations and on that basis denies them. To the extent that the
2 allegations are directed at Intuit, Intuit denies the allegations in Paragraph 105.

3 106. Answering the allegations in Paragraph 106, to the extent that the allegations are
4 directed at other defendants or third-parties, Intuit lacks knowledge or information sufficient to
5 form a belief as to the truth of the allegations and on that basis denies them. To the extent that the
6 allegations are directed at Intuit, Intuit denies the allegations in Paragraph 106.

7 107. Answering the allegations in Paragraph 107, to the extent that the allegations are
8 directed at other defendants or third-parties, Intuit lacks knowledge or information sufficient to
9 form a belief as to the truth of the allegations and on that basis denies them. To the extent that the
10 allegations are directed at Intuit, Intuit denies the allegations in Paragraph 107.

11 108. The allegations in Paragraph 108 are not susceptible to being answered because of
12 their ambiguity and because they state conclusions of law to which no answer is necessary. To
13 the extent that an answer is deemed necessary and the allegations are directed at other defendants
14 or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of
15 the allegations and on that basis denies them. To the extent that an answer is deemed necessary
16 and the allegations are directed at Intuit, Intuit denies the allegations in Paragraph 108.

17 109. The allegations in Paragraph 109 are not susceptible to being answered because of
18 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
19 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
20 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
21 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
22 Paragraph 109.

23 110. The allegations in Paragraph 110 are not susceptible to being answered because of
24 their ambiguity and because they state conclusions of law to which no answer is necessary. To
25 the extent that an answer is deemed necessary and the allegations are directed at other defendants
26 or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of
27 the allegations and on that basis denies them. To the extent that an answer is deemed necessary
28 and the allegations are directed at Intuit, Intuit denies the allegations in Paragraph 110.

111. The allegations in Paragraph 111 are not susceptible to being answered because of their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of the allegations and on that basis denies them. To the extent an answer is deemed necessary and the allegations are directed at Intuit, Intuit admits that the DOJ conducted an investigation related to certain employment practices of defendants, and it admits that the DOJ issued a Civil Investigative Demand to Intuit and that Intuit produced documents to the DOJ. Intuit otherwise denies the allegations in Paragraph 111.

112. The allegations in Paragraph 112 are not susceptible to being answered because of their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of the allegations and on that basis denies them. To the extent that an answer is deemed necessary and the allegations are directed at Intuit, Intuit lacks knowledge or information about the DOJ's actual conclusions and on that basis denies the allegations. Intuit denies the allegations in the second and third sentences that the DOJ made factual or legal findings. The quoted text are unproven allegations made by the DOJ in the Complaint filed in *United States v. Adobe Sys. Inc., Apple Inc., Google Inc., Intel Corp., Intuit, Inc. & Pixar*, No. 1:10-cv-01629-RBW (D.D.C. Sept. 24, 2010) (Doc. 1). That case was resolved "without trial or adjudication of any issue of fact or law." *United States v. Adobe Sys. Inc., Apple Inc., Google Inc., Intel Corp., Intuit, Inc. & Pixar*, No. 1:10-cv-01629-RBW (D.D.C. Mar. 18, 2011) (Doc. 17), pp. 2-3. Intuit denies that it engaged in any unlawful conduct or violated any law, denies each allegation in the quoted text, and otherwise denies the remaining allegations in Paragraph 112.

113. The allegations in Paragraph 113 are not susceptible to being answered because of their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a belief as to the truth of the allegations and on that basis denies them. To the extent that an answer is deemed necessary and the allegations are directed at Intuit, Intuit lacks knowledge or

1 information about the DOJ's actual conclusions and on that basis denies the allegations. The
2 quoted text are unproven allegations made by the DOJ in the Complaint filed in *United States v.*
3 *Adobe Sys. Inc., Apple Inc., Google Inc., Intel Corp., Intuit, Inc. & Pixar*, No. 1:10-cv-01629-
4 RBW (D.D.C. Sept. 24, 2010) (Doc. 1). Intuit denies that it engaged in any unlawful conduct or
5 violated any law, denies each allegation in the quoted text, and otherwise denies the remaining
6 allegations in Paragraph 113.

7 114. Answering the allegations in the first and second sentences of Paragraph 114,
8 Intuit admits that that the DOJ filed complaints against Adobe, Apple, Google, Intel, Intuit, and
9 Pixar on September 24, 2010 and against Lucasfilm and Pixar on December 21, 2010 regarding
10 bilateral non-solicit agreements. Answering the allegations in the third sentence of Paragraph
11 114, Intuit admits that the final judgment entered in the case states that "[t]he Complaint states a
12 claim upon which relief may be granted against the Defendants." Intuit otherwise denies the
13 allegations in Paragraph 114.

14 115. The allegations in Paragraph 115 are not susceptible to being answered because of
15 their ambiguity and because they state conclusions of law to which no answer is necessary. To
16 the extent that an answer is deemed necessary, Intuit answers that the Final Judgments speak for
17 themselves and otherwise denies the allegations in Paragraph 115.

18 116. The allegations in Paragraph 116 are not susceptible to being answered because of
19 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
20 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
21 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
22 is deemed necessary and the allegations are directed at Intuit, Intuit denies the allegations in
23 Paragraph 116.

24 117. The allegations in Paragraph 117 are not susceptible to being answered because of
25 their ambiguity. To the extent that an answer is deemed necessary and the allegations are directed
26 at other defendants or third-parties, Intuit lacks knowledge or information sufficient to form a
27 belief as to the truth of the allegations and on that basis denies them. To the extent that an answer
28 is deemed necessary and the allegations are directed at Intuit, Intuit admits the DOJ did not

1 pursue monetary penalties from the Defendants. Intuit otherwise denies the allegations in
2 Paragraph 117.

3 118. Intuit denies the allegations in Paragraph 118.

4 **FIRST CLAIM FOR RELIEF**

5 119. Intuit repeats and incorporates by reference paragraphs 1 through 118 as if fully set
6 forth herein.

7 120. Intuit denies the allegations in Paragraph 120.

8 121. Intuit denies the allegations in Paragraph 121.

9 122. Intuit denies the allegations in Paragraph 122.

10 123. Intuit denies the allegations in Paragraph 123.

11 124. Intuit denies the allegations in Paragraph 124.

12 125. Intuit denies the allegations in Paragraph 125.

13 126. Intuit denies the allegations in Paragraph 126.

14 **SECOND CLAIM FOR RELIEF**

15 127. Intuit repeats and incorporates by reference paragraphs 1 through 126 as if fully set
16 forth herein.

17 128. Intuit denies the allegations in Paragraph 128.

18 129. Intuit denies the allegations in Paragraph 129.

19 130. Intuit denies the allegations in Paragraph 130.

20 131. Intuit denies the allegations in Paragraph 131.

21 132. Intuit denies the allegations in Paragraph 132.

22 133. Intuit denies the allegations in Paragraph 133.

23 134. Intuit denies the allegations in Paragraph 134.

24 135. Intuit denies the allegations in Paragraph 135.

25 **THIRD CLAIM FOR RELIEF**

26 Paragraphs 136 through 143 of the Consolidated Amended Complaint consist of
27 Plaintiffs' withdrawn Third Claim for Relief under California Business and Professions Code
28

§ 16600, to which no response is necessary. To the extent that an answer is deemed necessary, Intuit denies the allegations in Paragraphs 136 through 143.

FOURTH CLAIM FOR RELIEF

Paragraphs 144 through 152 of the Consolidated Amended Complaint consist of Plaintiffs' dismisses Fourth Claim for Relief under California Business and Professions Code §§ 17200, et seq., to which no response is necessary. To the extent that an answer is deemed necessary, Intuit denies the allegations in Paragraphs 144 through 152.

PRAYER FOR RELIEF

The remaining Paragraphs 153 through 164 of the Consolidated Amended Complaint consist of Plaintiffs' Prayer For Relief to which no response is necessary. To the extent that an answer is deemed necessary, Intuit denies the allegations in Paragraphs 153 through 164.

DEFENSES

Intuit sets forth below its affirmative defenses. Each defense is asserted as to all claims against Intuit. By setting forth these defenses, Intuit does not assume the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to the Plaintiffs. Nothing stated herein is intended or shall be construed as an admission that any particular issue or subject matter is relevant to the Plaintiffs' allegations.

Intuit reserves the right to amend or supplement its defenses and raise counterclaims as additional facts concerning its defenses become known to it.

As separate and distinct affirmative defenses, Intuit alleges as follows:

FIRST DEFENSE

(Legitimate Business Justification/Procompetitive Benefits)

By setting forth the First Defense, Intuit does not concede it bears the burden of proving a business justification or that the procompetitive benefits outweigh the alleged anticompetitive effects. It is well established that plaintiffs bear the burden to prove that the conduct does not serve legitimate business purposes and the alleged anticompetitive effects outweigh the procompetitive benefits. Intuit asserts the First Defense only out of an abundance of caution.

The Plaintiffs' and/or putative class members' claims are barred, in whole or in part,

1 because Intuit has at all times and in all relevant matters acted reasonably, serving legitimate
 2 business purposes, in furtherance of legitimate trade or ancillary thereto, in good faith, and with
 3 the purpose and effect of promoting, encouraging, or increasing competition. Intuit has not acted
 4 with the purpose or intent to suppress or restrain competition and any anticompetitive effects
 5 from Intuit's alleged conduct are outweighed by its precompetitive benefits.

6 Intuit has collaborated with Google on a number of joint projects. These collaborations
 7 between Google and Intuit further competition because, among other things, they foster the
 8 development of new and innovative products and services that consumers desire. For example,
 9 the Google/Intuit collaborations resulted in the integration of Google Desktop and Google
 10 Business Tools into Quickbooks. In addition to product collaborations, Intuit's Bill Campbell has
 11 acted as a special advisor to Google's chief executive officer and management, thus furthering
 12 competition by fostering efficiencies and enhancing the ability to produce desirable products and
 13 services.

14 While Intuit denies that it entered any agreement to restrict competition, procompetitive
 15 collaborations and advisory relationships like the foregoing involve close cooperation and trust
 16 between the companies. If one or the other company is using (or is perceived to be using) the
 17 collaboration or relationship as an opportunity to identify the other company's talented employees
 18 for the purpose of recruiting them, or is otherwise recruiting (or perceived to be recruiting) away
 19 desired employees of the other, such conduct will create a lack of trust and/or a disincentive to
 20 continue the collaboration or relationship. Existing collaborations or relationships, or future ones,
 21 if they happen at all, might be structured differently in a way that would create inefficiencies or
 22 otherwise make the activity less successful, thus resulting in the loss of the pro-competitive
 23 benefits for which the activity was undertaken.

24 **SECOND DEFENSE**

25 **(Statute of Limitations)**

26 The Plaintiffs' and/or putative class members' claims are barred, in whole or in part, by
 27 the applicable statutes of limitations (including including 15 U.S.C. § 15b and Cal. Bus. & Prof.
 28 Code §16750.1). Plaintiffs' challenge conduct and seek damages for injuries that allegedly

1 occurred between January 1, 2005 and January 1, 2010. Plaintiffs', however, filed their first
 2 complaint in *Hariharan v. Adobe Systems, Inc. et al* on May 4, 2011. Accordingly, plaintiffs seek
 3 relief for alleged injuries outside of the four-year limitations period, which is barred by the
 4 applicable statute of limitations.

5 **THIRD DEFENSE**

6 **(Failure To Mitigate)**

7 The Plaintiffs and/or putative class members are barred from recovery of any damages
 8 because of and to the extent of their failure to mitigate damages. Some members of Plaintiffs'
 9 alleged class had knowledge of the alleged claims before this suit was initiated but failed to use
 10 reasonable care or diligence to minimize or avoid the damages alleged. These putative class
 11 members remained free to seek increased compensation, promotions, and other employment
 12 opportunities. They also had other available means to obtain salary information through research,
 13 asking friends and colleagues, job fairs, job boards, networking, headhunters, and internet sites.
 14 These putative class members were free to seek employment or explore through research, asking
 15 friends and colleagues, job fairs, job boards, networking, headhunters, and internet sites. These
 16 putative class members also were free to seek employment or explore potential employment
 17 opportunities with any of the Defendants.

18 **FOURTH DEFENSE**

19 **(Set Off)**

20 Intuit is entitled to set off of any amounts paid to the Plaintiffs and/or putative class
 21 members by any defendants other than Intuit, including defendants who settle.

22 **FIFTH DEFENSE**

23 **(Arbitration)**

24 The Plaintiffs' and/or putative class members' claims are barred to the extent that they
 25 agreed to mandatory arbitration or chose a different forum or mechanism for the resolution of
 26 their claims. In connection with the termination of their employment from one of the Defendants
 27 or otherwise, some members of Plaintiffs' alleged class have agreed to arbitration or use of an
 28 alternative forum or dispute resolution mechanism for the resolution of the claims related to their

1 employment.

2 **SIXTH DEFENSE**

3 **(Release, Waiver, Estoppel, Discharge, and/or Settlement)**

4 In connection with the termination of their employment from one of the Defendants or
5 otherwise, some members of Plaintiffs' alleged class released, waived, discharged, and/or settled
6 any and all claims that arose out of or related their employment. Accordingly, the Plaintiffs'
7 and/or putative class members' claims are barred, in whole or in part due to release, waiver,
8 estoppel, discharge, and/or settlement.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Intuit prays as follows:

- 11 1. That Plaintiffs take nothing by reason of their Consolidated Amended Complaint,
12 and that judgment be rendered in favor of Intuit.
- 13 2. That the Court dismiss the Consolidated Amended Complaint in its entirety, with
14 prejudice;
- 15 3. That Intuit be awarded its costs of suit and attorney's fees incurred in this action
16 (including all costs and fees associated with collecting, processing, and reviewing documents
17 including electronically stored information), to the maximum extent permitted by law; and
- 18 4. For such other relief as the Court deems proper.
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DEMAND FOR JURY TRIAL

Intuit hereby demands trial by jury in this action on all matters triable to a jury.

Dated: July 5, 2012

Respectfully submitted,

JONES DAY

By: /s/Catherine T. Zeng

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